

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

PRISON LEGAL NEWS,

Plaintiff,

v.

GARY LINDSEY, et al.,

Defendants.

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CIVIL ACTION NO.
3:07-CV-0367-P

ORDER

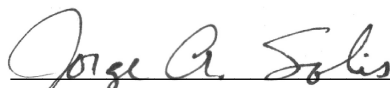
Now before the Court is a Consent Decree and Settlement Agreement (the “Settlement Agreement”) filed by all parties December 7, 2007. The Parties therein state they are in agreement to dismiss this case under certain terms listed in the Settlement Agreement.

Pursuant to Federal Rule 41 and the Parties’ Settlement Agreement, the Court retains ancillary jurisdiction over the Settlement Agreement. *See Kokkonen v. Guardian Life Ins. Co.*, 511 U.S. 375, 381–82 (1994) (authorizing the district courts to embody a settlement contract in a dismissal order by retaining jurisdiction over the contract); *Hospitality House, Inc. v. Gilbert*, 298 F.3d 424, 430 (5th Cir. 2002) (same); *see also* Fed. R. Civ. P. 41(a)(2).

For the aforementioned reasons, this Court’s 60-Day Order of Dismissal is **VACATED**; all claims by all parties in this action are **DISMISSED** with prejudice; and this Court retains jurisdiction to enforce the settlement. If reopening of the action to enforce settlement becomes necessary, it shall be reopened as though it had never been closed.

IT IS SO ORDERED.

Signed December 19, 2007.



JORGE A. SOLIS
UNITED STATES DISTRICT JUDGE